

1 PHILIP M. MILLER (SBN 87877)  
 2 KIMBERLY A. HANCOCK (SBN 205567)  
 3 ANNE M. BEVINGTON (SBN 111320)  
 4 SALTZMAN & JOHNSON LAW CORPORATION  
 5 44 Montgomery Street, Suite 2110  
 6 San Francisco, CA 94104  
 Telephone: (415) 882-7900  
 Facsimile: (415) 882-9287  
 pmiller@sjlawcorp.com  
 khancock@sjlawcorp.com  
 abevington@sjlawcorp.com

## UNITED STATES DISTRICT COURT

## FOR THE NORTHERN DISTRICT OF CALIFORNIA

9 SERVICE EMPLOYEES INTERNATIONAL ) Case No.: 3:12-cv-4494-JST  
 10 UNION NATIONAL INDUSTRY PENSION )  
 11 FUND; STEPHEN ABRECHT, Trustee, ROD ) **JOINT STIPULATION FOR**  
 12 BASHIR, Trustee; KEVIN J. DOYLE, Trustee; ) **VOLUNTARY DISMISSAL WITH**  
 13 MYRIAM ESCAMILLA, Trustee; STEVEN W. ) **PREJUDICE OF SOL HEALTHCARE,**  
 14 FORD, Trustee; EDWARD J. MANKO, ) **LLC, a California limited liability**  
 15 Trustee; FRANK A. MAXSON, Trustee; JOHN ) **company, d/b/a CORE Healthcare**  
 16 J. SHERIDAN, Trustee; LARRY T. SMITH, ) **Centers; SOLNUS TWO, LLC, a**  
 17 Trustee; DAVID STILWELL, Trustee, ) **California limited liability company,**  
 18 ) **d/b/a Oakland Healthcare & Wellness**  
 19 Plaintiffs, ) **Center; SOLNUS THREE, LLC, a**  
 20 ) **California limited liability company,**  
 21 vs. ) **d/b/a Roseville Point Health & Wellness**  
 22 ) **Center; SOLNUS FOUR, LLC, a**  
 23 EMPLOYEE EQUITY ADMINISTRATION, ) **California limited liability company,**  
 24 INC., a California corporation, d/b/a Westline ) **d/b/a San Pablo Healthcare & Wellness**  
 25 Medical Management, *et al.*, ) **Center; SOLNUS EIGHT, LLC, a**  
 26 ) **California limited liability company,**  
 27 Defendants. ) **d/b/a The Rehabilitation Center of**  
 28 ) **Oakland; SOL MAJER; SHLOMO**  
 RECHNITZ

---

**JOINT STIPULATION**

24 IT IS HEREBY STIPULATED by Plaintiffs and Defendants SOL HEALTHCARE, LLC,  
 25 a California limited liability company, d/b/a CORE Healthcare Centers; SOLNUS TWO, LLC, a  
 26 California limited liability company, d/b/a Oakland Healthcare & Wellness Center; SOLNUS  
 27 THREE, LLC, a California limited liability company, d/b/a Roseville Point Health & Wellness  
 28 Center; SOLNUS FOUR, LLC, a California limited liability company, d/b/a San Pablo

1 Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California limited liability company,  
2 d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and SHLOMO RECHNITZ,  
3 (hereinafter, collectively, the “SOL Defendants”), through their respective counsel, that pursuant  
4 to the Settlement Agreement between the Plaintiffs and the SOL Defendants, this Court dismiss  
5 SOL HEALTHCARE, LLC, a California limited liability company, d/b/a CORE Healthcare  
6 Centers; SOLNUS TWO, LLC, a California limited liability company, d/b/a Oakland Healthcare  
7 & Wellness Center; SOLNUS THREE, LLC, a California limited liability company, d/b/a/  
8 Roseville Point Health & Wellness Center; SOLNUS FOUR, LLC, a California limited liability  
9 company, d/b/a San Pablo Healthcare & Wellness Center; SOLNUS EIGHT, LLC, a California  
10 limited liability company, d/b/a The Rehabilitation Center of Oakland; SOL MAJER; and  
11 SHLOMO RECHNITZ only from this action with prejudice, with all such parties to bear their  
12 own costs and attorneys’ fees, and retain jurisdiction over this matter to enforce the Settlement  
13 Agreement if any action is required to enforce the Settlement Agreement after the dismissal with  
14 prejudice is entered by this Court. *See generally Kokkonen v. Guardian Life Ins. Co. of America*,  
15 511 U.S. 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d 1430, 1432 (9th Cir. 1995).

16 IT IS SO STIPULATED.

17 Dated: May 5, 2014 SALTZMAN & JOHNSON LAW CORPORATION

18 By: /s/ Kimberly A. Hancock  
19 KIMBERLY A. HANCOCK  
20 Attorneys for Plaintiffs

21 I, Kimberly A. Hancock, hereby attest, pursuant to N.D. Cal. General Order No. 45, that  
22 the concurrence to the filing of this document has been obtained from each signatory hereto.

23 Dated: May 5, 2014 JACKSON LEWIS P.C.

24 By: /s/ David R. Johanson  
25 DAVID R. JOHANSON  
26 Attorneys for the SOL Defendants

**ORDER**

2 Pursuant to the Settlement Agreement between Plaintiffs and the SOL Defendants, and  
 3 good cause appearing:

4 IT IS HEREBY ORDERED that SOL HEALTHCARE, LLC, a California limited  
 5 liability company, d/b/a CORE Healthcare Centers; SOLNUS TWO, LLC, a California limited  
 6 liability company, d/b/a Oakland Healthcare & Wellness Center; SOLNUS THREE, LLC, a  
 7 California limited liability company, d/b/a Roseville Point Health & Wellness Center; SOLNUS  
 8 FOUR, LLC, a California limited liability company, d/b/a San Pablo Healthcare & Wellness  
 9 Center; SOLNUS EIGHT, LLC, a California limited liability company, d/b/a The Rehabilitation  
 10 Center of Oakland; SOL MAJER; and SHLOMO RECHNITZ only are dismissed from this  
 11 action with prejudice, the parties to bear their own costs and attorneys' fees.

12 IT IS FURTHER ORDERED that this Court shall expressly retain jurisdiction over this  
 13 matter to enforce the Settlement Agreement if any action is required to enforce the Settlement  
 14 Agreement after the dismissal with prejudice is entered by this Court. *See generally Kokkonen v.*  
 15 *Guardian Life Ins. Co. of America*, 511 U.S. 357, 381 (1994); *Hagestad v. Tragesser*, 49 F.3d  
 16 1430, 1432 (9th Cir. 1995).

17 IT IS SO ORDERED.

18  
 19 Dated: May 6, 2014



20  
 21  
 22  
 23  
 24  
 25  
 26  
 27  
 28